

AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") executed on this _____ day of _____, _____.

By and Between

ILD MILLENNIUM PRIVATE LIMITED (CIN No:-U70109DL2006PTC153686), a company duly registered under the Companies Act, 1956 and having its registered office at B - 418, New Friends Colony, New Delhi - 110 025 and Corporate Office at 9th Floor, ILD Trade Centre, Sector - 47, Sohna Road, Gurugram-122 018, through its authorized signatory/director Mr. _____ and Mr. _____, hereinafter referred to as the "**Company**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors in interest, and permitted assigns) of the **First Part**

AND

1. Mr./Ms. _____, Adhar No (_____) w/o of _____, aged about _____ yrs, residing _____ (PAN-_____) _____)

Hereinafter called the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted A assigns).

WHEREAS:

A. M/s Jubilant Malls Private Limited & M/s Goldman Malls Private Limited ("Owners") are the absolute and law full owner of [khasra nos./ survey nos.] [As



having Carpet Area (as defined below) of — sq.Mtr., having super area admeasuring — sq. mtr (— sq. ft.) (“**Super Area**”) on — floor in [tower/block/building] no. — (“**Building**”) along with one open parking, as permissible under the applicable law and right in the common areas as defined under Rule 2(1)(f) of the Real Estate (Regulation and Development) Rules, 2017 for the State of Haryana (“**Common Areas**”) (such unit hereinafter shall be referred to as the “**Unit**” which is more particularly described in **Schedule C** against payment of the Total Price. The floor plan of the Unit is annexed hereto and marked as **Schedule [C]**;

- F. The Allottee acknowledges that the Company has readily provided all information, clarifications as required by the Allottee. The Allottee has through its advocates/consultants, obtained legal advice, made enquiries and has fully satisfied itself in all respects, with regard to the right, title and interest of the Owner and the Company in the Land and has also personally conducted physical inspection of the Land, sanctioned Building Plans, licenses, ownership records, etc. of the Land and other documents relating to the title and competency of the Company to enter into the arrangement aforesaid and is satisfied with the same. The Allottee has been intimated that the Unit shall be confined and limited in its scope to the specified unit in the Building proposed to be constructed on the Land in accordance with the Building Plan(s). The Allottee further acknowledges that the Allottee has seen and inspected the details of registration of the Project under the provisions of the Real Estate Act;
- G. The Allottee has not relied upon, and is not influenced by any architect’s plan, sales plan, sales brochures, advertisement, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by any Person other than the Company or its authorized representatives. Furthermore, the Allottee also confirms that the Allottee has chosen to invest in the Project after exploring all other options of similar properties available with other builders, developers and
- H. available in resale in the vast and competitive market of National Capital Region and the Allottee has found that the Project is suitable for the Allottee's residence, and therefore, has voluntarily approached the Company for allotment of the Unit in the Project. The Allottee acknowledges and declares that it has agreed to purchase the Unit entirely upon its own independent enquiry and investigation;
- I. Pursuant to the receipt of the Application by the Company and upon completion of all procedural formalities, the Company allotted the Unit to the Allottee in the Project at the Total Price as described in detail hereunder;



In this Agreement, the following words and expressions, when written in capital letters, shall have the meanings assigned herein. When not written in capital letters, such words and expressions shall be attributed to their ordinary meaning.

For the purpose of this Agreement, unless the context otherwise requires:-

"Act" shall mean the Haryana Apartment Ownership Act, 1983 and any statutory amendments or modifications thereof;

"Application" shall have the meaning ascribed to it in Recital D above;

"Allottee" shall mean the allottee of the Unit whose particulars are set out in the preamble;

"Applicable Laws" shall mean and refer to all applicable statutes, laws, bye-laws, rules, regulations, orders, ordinances, notifications, protocols, directions, guidelines, policies, codes, notices, judgments, decrees or any other requirement or official directive of any Authority or any Person authorized to act under any Authority from time to time in relation to the Project, Unit or the transaction between the Parties as contemplated herein;

"Authority(ies)" shall mean and include any government body, statutory body, judicial or quasi-judicial authority, tribunal, Airport Authority of India, fire department, mining department, courts, tax authorities, State Pollution Control Board, Ministry of Environment & Forests (MOEF), Reserve Bank of India, any authority under the Real Estate Act or FEMA, state electricity boards, its tribunal or any other government/ local bodies;

"Building" shall have the meaning ascribed to it in Recital D;

"Building Plans" shall have the meaning ascribed to it in Recital B;

"Carpet Area" shall mean the net usable floor area of the Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Unit.

For the purpose of this definition, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of the Unit, meant for the exclusive use of the allottee; and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of the Unit, meant for the exclusive use of the Allottee;

"Club" shall have the meaning ascribed to it in Clause 1(q);

"CMRC" shall have the meaning ascribed to it in Clause 1(q);

"Company" shall have the meaning ascribed to it in the preamble;



"GST" shall mean any goods and service tax imposed on the supply of goods or services or both under Integrated Goods & Service Tax Act, GST (Compensation to the States for Loss of Revenue) Act, Central Goods & Service Tax Act and State Goods & Service Tax Act and all related ancillary legislations, rules, notifications, circulars;

"IAC" shall mean the infrastructure augmentation charges, levied/ leviable (by whatever name called, now or in future) by the Authority(ies), now or in future;

"IDC" shall mean the internal development charges levied/ leviable (by whatever name called, now or in future) by the Authority(ies);

"IFMS" shall mean interest free maintenance security deposit required to be maintained by the Company/ Maintenance Agency/ association of allottees in terms of Clause 11(iv), charged at the rate of Rs. 50/- Per Sq. Ft.;

"Land" shall have the meaning ascribed to it in Recital A;

"Maintenance Agency" means the Company, its nominee(s) or association of allottee(s) or such other agency/ body/ company to whom the Company may handover the maintenance and who shall be responsible for carrying out the maintenance of the Project/ Building;

"Maintenance Agreement" means the maintenance agreement executed by the Allottee(s) and the Company and/or Maintenance Agency;

"Maintenance Charges" shall have the meaning ascribed to it in the Maintenance Agreement.

"Payment Plan" or "Schedule of Payments" means the schedule of payments as set out in Schedule [D] to this Agreement providing details and price of the Unit;

"Person" means any individual, sole proprietorship firm, partnership firm, body corporate, association, joint venture, trust, any Authority or any other entity or organization;

"PLC" or "Preferential Location Charges" shall mean the charges to be paid by the Allottee in case the Unit allotted to the Allottee is preferentially located;

"Possession Notice" shall have the meaning ascribed to in Clause 7 below;

"Project" shall have the meaning as ascribed to it in Recital B;

"Real Estate Act" shall mean and refer to the Real Estate (Regulation & Development) Act, 2016 including the Haryana State Rules and Regulations framed thereunder;

"Section" shall mean a section of the Act and the Real Estate Act;



(g) headings to Sections, parts and paragraphs of Schedules and Schedules are for convenience only and do not affect the interpretation of this Agreement;

(h) "in writing" includes any communication made by letter or e-mail;

(i) the words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;

(j) the recitals are an integral part of this Agreement and any provisions contained in the recitals including any representations and warranties shall be binding on the Parties as if set forth in the main body of this Agreement;

(k) Any reference to the phrase '*handing over the possession of the Unit*', '*taking over the possession of the Unit*' or any similar phrase shall mean (i) actual physical handover of the possession of the Unit in favor of the Allottee, or (ii) expiry of the period, for taking the possession of the Unit by the Allottee, as prescribed in the Possession Notice, whichever is earlier.

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. TERMS:

(a) In accordance with the terms and conditions set out in this Agreement, the Company hereby agrees to sell, transfer and convey and the Allottee hereby agrees to buy the Unit for a Total Price (as defined below) of Rs. _____/- (_____/-).

(b) The Total Price for the Unit shall comprise of the following ("**Total Price**"):-

A. Basic sale price at the rate of Rs. _____/- per sq.ft. of Saleable Area; Rs. _____/-

B. EDC & IDC and any interest thereon, as applicable amounting to Rs. _____*_____ =Rs. _____/-, and IACRs. Rs. _____, respectively;

C. PLC is applicable Rs. _____/- per sq.ft

D. Charges towards allocation of car parking no. _____ for exclusive right to use ;

E. IIC (Internal Infrastructure Charge): _____ sq.ft

Rs. _____*_____ =Rs. _____ per



shall provide to the Allottee the details of the Taxes paid or demanded along with the acts/rules/notifications together with dates from which such Taxes/levies etc. have been imposed or become effective;

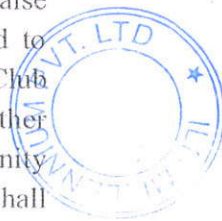
- (f) The Total Price of the Unit includes recovery of price of land, development/construction of not only the Unit but also the Common Areas, IDC, EDC, IAC, PLC, Taxes and Cesses, cost of providing electric wiring, electrical connectivity to the Unit, EEC, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas, Maintenance Charges as per Clause 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Unit in the Project.
- (g) The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the Authority and/or any other increase in charges which may be levied or imposed by the Authority from time to time. The Company undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges/ fees/ levies etc. imposed by the Authorities, the Company shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the Project by the Authority, as per the Real Estate Act, the same shall not be charged from the Allottee.
- (h) The Allottee(s) shall make the payment to the Company as per the payment plan/ schedule of payments set out in **Schedule [D]**.
- (i) It is agreed that the Company shall not make any additions and alterations in the Building Plans and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule 'E'** and **Schedule 'F'** (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Unit, without the previous written consent of the Allottee as per the provisions of the Real Estate Act as per approvals/instructions/ guidelines of the Authorities. Provided that, the Company may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Real Estate Act as per approvals/instructions/ guidelines of the Authorities.
- (j) The Company shall confirm to the Carpet Area that has been allotted to the Allottee after the construction of the Building is complete and the occupation certificate/ part occupation certificate, as the case may be, is granted by the Authority, by furnishing details of the changes, if any, in the Carpet Area. The Total Price payable for the Carpet Area shall be recalculated upon confirmation by the Company. If there is reduction in



Application as prescribed in the Payment Plan, the receipt of which the Company hereby acknowledges. Rs. _____/- (Rupees _____) is the Earnest Money (Equivalent to 10% of Total Sale Consideration):

Provided that if the Allottee delays in payment towards any amount which is payable in terms of the Agreement, he shall be liable to pay the Delay Payment Charges on such defaulted amount.

- (o) The Allottee agrees and understands that except as is expressly provided in the Agreement, there shall be no title or interest in respect of any open space or car parking spaces provided in the Project and any other areas in favour of the Allottee and all such areas shall remain the property of the Company/Owner, which shall be free to deal with them. The Allottee further agrees and confirms that the Allottee shall have no right, title and interest in unreserved/unallocated car parking spaces in the Project and these, except the visitor car parking spaces as provided by the Company and which shall be included in the Common Areas, shall remain the property of the Company. The Company shall have the absolute right to assign its rights, titles and interests in such unreserved/unallocated parking spaces, including but not limited to implementation of pay and park system.
- (p) In accordance with the development plan of the Project, the Company proposes to develop a club for recreational purposes (the "Club") for the Allottee and the other occupants of the Project. The Allottee understands that the Club may be developed either simultaneous with or after development of the Unit. The Allottee agrees to pay all charges including but not limited to Club Membership Registration Charges ("CMRC"), which shall be inclusive of the Total Price, for membership of the Club and shall be liable to pay usage charges as and when demanded by the Company/Maintenance Agency.
- (q) The Allottee agrees and undertakes that he/she/it shall join any Club as may be formed by the Company on behalf of Unit owners and to pay any fees, subscription charges thereof and to complete such documentation and formalities as may be deemed necessary by the Company/Maintenance Agency for this purpose. The Allottee agrees to execute an application form for enrolling the Allottee as a member of such Club separately as and when required by the Company.
- (r) The Allottee(s) shall have no right, title or interest in the ownership of the Club and its ancillary facilities, operation and running of the Club and the Allottee(s) shall not raise any dispute/objection to any activity(ies) of the Club including but not limited to lighting arrangements, parties, get together, tournaments and other activities of the Club which may be carried out at the sole discretion of the management of Club. It is further made clear that the area earmarked for the Club and its facilities, various community facilities, like schools, recreational facilities, other clubs, hospitals and the like shall not be part of the Project where the Unit/ Building is proposed to be located. It is further



Subject to the terms of the Agreement and the Company abiding by the construction/development milestones, the Allottee shall make all payments, on written demand by the Company, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of International Land Developers Private Limited payable at Gurugram.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- (i) The Allottee, if residing outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the rules and regulations made thereunder or any other statutory amendment(s) modification(s) made thereof and all other Applicable Laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Company with such permission, approvals which would enable the Company to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or any other statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other Applicable Law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other Applicable Laws.
- (ii) The Company accepts no responsibility in regard to matters specified in Clause 3(i) above. The Allottee shall keep the Company fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Company immediately and comply with necessary formalities as specified and under the Applicable Laws. The Company shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the Unit applied for herein in any way and the Company shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:



7. POSSESSION OF THE UNIT FOR RESIDENTIAL USAGE:

- (i) **Schedule for possession of the said Unit** - The Company agrees and understands that timely delivery of possession of the Unit to the Allottee and the Common Areas to the association of allottees or the Authority, as the case may be, as provided under the Real Estate Act is the essence of the Agreement. The Company assures to hand over possession of the Unit along with ready and complete Common Areas with all specifications, amenities and facilities of the Project in place on _____, unless there is delay or failure due to Force Majeure events, Court orders, Government policy/ guidelines or decisions. If, the completion of the Project is delayed due to the Force Majeure events then the Allottee agrees that the Company shall be entitled to the extension of time for delivery of possession of the Unit for residential usage. The Allottee agrees and confirms that, in the event it becomes impossible for the Company to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Company shall refund to the Allottee the entire amount received by the Company from the allotment within 90 days from that date. The Company shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Company and that the Company shall be released and discharged from all its obligations and liabilities under this Agreement.
- (ii) **Procedure for taking possession** - Upon receipt of the occupation certificate or part thereof of Building blocks in respect of the Project, the Company shall issue a written notice offering the possession of the Unit ("**Possession Notice**") to the Allottee in terms of this Agreement to be taken within three months from the date of above approval, to the Allottee(s) as per the terms of this Agreement. The Company agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Company. The Company shall provide copy (on demand) of occupation certificate or part thereof in respect of the Unit/ Project at the time of conveyance of the same. The Allottee, after taking possession, agree(s) to pay the Maintenance Charges and holding charges as determined by the Company/association of allottees, as the case may be.
- (iii) **Failure of Allottee to take possession of Unit** - Upon receiving the Possession Notice from the Company as per Clause 7(ii), the Allottee shall take possession of the Unit from the Company by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Company shall give possession of the Unit to the Allottee as per terms and condition of the Agreement.

In case the Allottee fails to comply with the essential documentation, undertaking etc. or fails to take possession within the time provided in the Possession Notice, such



handing over of the possession of the Unit, which shall be paid by the Company to the Allottee within ninety days of it becoming due.

8. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS OF THE COMPANY AND ALLOTTEE:

The Company hereby represents and warrants to the Allottee as follows:

- (i) The Owners have absolute, clear and marketable title with respect to the Land and have vested the Company with the authority to promote, brand, market and sell all units comprising the Project, receive applications for booking and allotment, formulate terms and conditions for sale, make allotments and otherwise to deal with, negotiate, finalize, sign and execute sale agreement, conveyance deed, and to execute all such other documents as may be required or as reasonably may be deemed necessary to give full effect to this Agreement;
- (ii) The Company has lawful rights and requisite approvals from the Authorities to carry out development of the Project;
- (iii) Save and except as disclosed by the Company at the time of the Application submitted to the concerned Authority for the registration of the Project in terms of the Real Estate Act and the information provided from time to time in terms of the Real Estate Act, the Developer has created encumbrance on the Project together with all apartments, therein, including inter alia by way of creation of mortgages, charges, liens etc. including mortgage of the receivables from the Project in favour of IDBI Trusteeship Services (Company has issued Non – Convertible debentures by mortgaging the project land to M/s. IDBI Trusteeship Services Ltd). Provided, however, that save for and subject to any liens, mortgages, charges, or any other encumbrances created by (or for benefit of) the Buyer in favour of Buyer's Bank, the Said Apartment shall be delivered to the Buyer free of all charges and encumbrances, as on the date of the execution of the Conveyance Deed;
- (iv) All approvals, licenses, permits, sanctions and permission issued by the Authorities with respect to the Project or phases(s), as the case may be, as well as for the Unit are valid and subsisting and have been obtained by following due process of law. Further, the Company has been and shall, at all times, remain to be in compliance with all Applicable Laws in relation to the Project or phase(s), as the case may be, as well as for the Unit and Common Areas as provided under the Real Estate Act;
- (v) The Company has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vi) Save as provided in the Agreement, the Company has not entered into any agreement for sale and/or development agreement or any other agreement or arrangement with any Person or party with respect to the Land, including the



delivery of this Agreement by the Allottee or the consummation of the transactions contemplated hereby.

Further, the Allottee hereby acknowledges, agrees and undertakes as follows:

- (i) The Allottee undertakes to join the association of allottees as may be formed by the Company on behalf of the unit owners and to pay any fee, subscription, membership charges thereof and to complete all such documentation/ formalities as may be required as and when deemed necessary by the Company for this purpose, failing which the same shall be treated unpaid proportion of the Total Price payable by the Allottee herein for the Unit and execution of the Conveyance Deed may be withheld by the Company till full payment thereof is received by the Company /Maintenance Agency.
- (ii) The Allottee acknowledges and confirms that the Allottee has not paid any amount towards any lands, areas, facilities and amenities including but not limited to those listed in Clause 1(l), and as such, the Allottee shall have no right or interest of any nature whatsoever in the same, other than the rights to use certain specific areas, facilities and amenities as specifically provided in this Agreement. The Allottee acknowledges that the ownership of such land, areas, facilities and amenities shall vest solely with the Owners or the Company or its associate companies, its subsidiary companies as the case may be, who shall alone have the sole and absolute authority to deal in any manner with such land(s), facilities and amenities including but not limited to creation of further rights in favour of any Person by way of sale, transfer, lease, collaboration, joint venture, operation and management or any other mode including transfer to government, semi-government, any other authority, body, any Person, institution, trust and/or any local body(ies) which the Company may deem fit in its sole discretion. Such lands that fall outside the purview of this Agreement include:
 - (a) All land(s) (except the Common Areas) within the Project earmarked for common use, falling outside the Foot Print, including but not limited to those as listed in Schedule [F], or any other facility or amenity as may be provided by the Company at its sole discretion or as provided in accordance with the directions of any Authority(ies) including but not limited to schools, shops, facilities, amenities etc. even if provided in the stilts of the Building;
 - (b) All lands, facilities and amenities falling outside the periphery of the Land are clearly outside the scope of this Agreement and the Allottee shall have no right of any nature whatsoever in such buildings, lands, facilities and amenities. The Allottee understands that the remaining land i.e. other than the Land as per the layout plans, would be exclusively used and enjoyed by the allottees of units being developed on such remaining land and the

